

AGREEMENT
BETWEEN THE
BETHLEHEM TOWNSHIP BOARD OF EDUCATION
AND THE

BETHLEHEM TOWNSHIP SUPPORT PERSONNEL STAFF ASSOCIATION

(C. Deloria Duff)
1981 - 1983

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ARTICLE 1

RECOGNITION

A. Unit

The Board recognizes the Bethlehem Township Support Personnel Staff Association, herein referred to as the Association, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and regular part-time secretaries and cafeteria personnel, but excluding the cafeteria manager and the secretary to the superintendent and all other employees of the employer.

B. Definition of Employees

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than December 1, 1982, the Board agrees to initiate negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties, if ratified by the respective parties.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing dually executed by both parties.
- C. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 3
GREIVANCE PROCEDURE

A. Definition

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "aggrieved person" is the employee or employees or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important to both parties that grievances be processed as rapidly as possible, and in good faith, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The length of time specified may, however, be extended by mutual agreement.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, both parties should attempt to reduce the time limits set forth herein, so that the Grievance Procedure may be exhausted prior to the end of the school year or as soon as practicable thereafter.

3. Level One - Building Principal

An employee with a grievance shall first discuss it with the building principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

If the aggrieved person is not satisfied with the discussion, the employee or the Association may within five (5) school days and if within thirty (30) calendar days of the action giving rise to the grievance, may set forth the grievance in writing to the building principal. The written grievance shall state: (a) the grievant's name; (b) the date of the written grievance; and (c) the specific remedy sought by the grievant.

The building principal shall communicate his/her decision to the grievant in writing within five (5) school days of receipt of the written grievance.

4. Level Two - Superintendent

The grievant may appeal the building principal's decision to the superintendent. The appeal to the superintendent must be in writing and filed within five (5) school days of receipt of the building principal's written decision. If the superintendent is the building principal, the grievance may proceed to level three. The superintendent shall meet with the grievant and his/her representative within ten (10) school days to discuss the grievance. The superintendent shall issue a written decision concerning the grievance within five (5) school days after this meeting.

5. Level Three - Board of Education

The grievant may appeal the superintendent's decision to the Board of Education. The appeal to the Board of Education must be in writing and filed within five (5) school days of receipt of the superintendent's written decision.

The Board of Education, or its designated committee, shall meet with the grievant and his/her representatives within fifteen (15) school days to discuss the grievance. The Board shall issue a written decision concerning the grievance no later than five (5) school days after this meeting. The decision of the Board at this level is final insofar as the dispute relates to Board policies or administrative decisions.

6. Level Four - Arbitration

If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within five (5) school days of the Board meeting, the Association may submit the grievance arbitration if the dispute concerns the express written terms of the labor Agreement. A request for a list of arbitrators may be made either to the American Arbitration Association or the Public Employment Relations Commission. The parties shall then be bound by the

rules and procedures of the designated agency in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and Association, holding hearings promptly and shall issue a decision not later than thirty (30) days from the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted. The arbitrator may not amend or modify the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

7. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive Grievance Procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in any strike. The Board accordingly agrees, during the period of this Agreement, that it will not lockout employees.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved employee may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings

All meetings and hearings under this Procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

4. Failure by the Board or its agents at any step of this Procedure to comply with time limits shall permit the grievant to proceed to the next step. Failure by the grievant to appeal a grievance to the next step within time limits shall be deemed to be waiver of further appeal of the decision.
5. All employees will continue under the direction of the supervisors regardless of the filing and processing of any grievance.
6. Whenever any member of the Association who has filed a grievance is mutually scheduled by the parties to participate during that individual's working hours in grievance proceedings, neither he/she nor his/her employee representative in the employ of the Board shall suffer loss of pay.

ARTICLE 4

EMPLOYEE RIGHTS

- A. The Board and the Association recognize their obligations under Chapter 123, P.L. 1974.
- B. Whenever any employee is required to appear before the Board, or any committee of the Board, concerning matters of employment, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during the meeting or interview.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property after receiving prior approval from the principal. Transaction of official Association business shall not interfere with school operations or the work duties of any employee.
- B. The Association may use school business equipment for Association purpose after receiving prior approval from the principal. The Association may designate only individuals qualified to operate specific equipment and the Association agrees to reimburse the Board for materials and supplies used by it.

ARTICLE 6
WORK SCHEDULE

- A. Salaried secretaries are defined as those whose regular work schedule is a minimum of seven (7) hours per day.
- B. Any secretary employed more than four (4) hours shall receive one-half ($\frac{1}{2}$) hour for lunch.
- C. All employees employed more than four (4) hours shall receive two (2) coffee breaks of ten (10) minutes in length (one in the morning and one in the afternoon).
- D. All employees who work beyond eight (8) hours in any day shall receive overtime pay at the rate of one and one-half ($1\frac{1}{2}$) times the employee's standard rate of pay for all time worked in excess of eight (8) hours.
- E. Summer hours for secretaries shall be 9:00 a.m. to 3:30 p.m.
- F. On days when the school is closed for the entire school day, cafeteria employees are not required to work. However, in emergency situations, secretaries may be required to work.
- G. On days when the school is closed during the regular work day, the Board may require one secretary, on a rotating basis, to remain after student dismissal until the last bus returns.

ARTICLE 7

EMPLOYMENT PROCEDURE

A. All employees shall receive written notice of whether they will be retained by June 1 of each year. Such notice shall contain the salary or hourly rate which the employee is to receive, if known by that date.

B. Placement on Salary Schedule

Each employee shall be placed on his/her proper position on the salary schedule.

ARTICLE 8

PROBATIONARY PERIOD

- A. All new employees shall be considered probationary for sixty (60) working days after which the employee may only be discharged or suspended for just cause.

ARTICLE 9

PERSONNEL RECORDS

- A. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the administrator or his/her designee and attached to the file copy. The employee shall have the right to review his/her personnel file, with the exception of preemployment materials, upon request at a time mutually agreed to by the employee and the administrator.

ARTICLE 10

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association's Executive Committee shall meet with the superintendent or his/her designee, at least once every calendar quarter during the year if requested by either party to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE 11

SICK LEAVE

- A. The Board shall grant each regularly employed ten-month employee ten (10) accumulative sick leave days per year.
- B. The Board shall grant each regularly employed twelve-month employee twelve (12) accumulative sick leave days per year.

C. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each contract year.

ARTICLE 12

HOLIDAYS

- A. Regularly scheduled ten (10) and twelve (12) month employees shall be entitled to the following holidays:

Labor Day
Thanksgiving Day and the Day After
Christmas Day
One-half ($\frac{1}{2}$) day during Christmas Recess
New Year's Day
Two Days at Spring Recess
Memorial Day

- B. Regularly scheduled twelve (12) month employees shall also receive:

4th of July

- C. Regularly scheduled twelve (12) month secretaries shall also receive two (2) days for attendance at the NJEA Convention pursuant to N.J.S.A. 18A:31-2.

ARTICLE 13

VACATIONS

A. Regularly scheduled twelve (12) month employees shall receive:

- 1) one (1) week's vacation up to and including the fifth (5th) year of employment;
- 2) two (2) week's vacation after the fifth (5th) year, up to and including the tenth (10th) year;
- 3) three (3) week's vacation after the tenth (10th) year.

B. Vacations are to be scheduled by the building principal. In the event of a conflict in preferred vacation time, seniority in the District will be considered in scheduling.

ARTICLE 14

OTHER LEAVES OF ABSENCE

- A. The Board shall grant maternity leave consistent with United States and New Jersey statutes and the decisions of New Jersey and United States Courts and other relevant agencies.
- B. Employee shall be entitled to a maximum of three (3) days when a death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents/grandparents, and wife's parents/grandparents. When individual circumstances are such that a close relative other than those defined as a member of the immediate family, should be considered as a member of the immediate family a special request may be granted by the superintendent.
- C. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE 15

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health or safety of a normally healthy person.

ARTICLE 16

INSURANCE PROTECTION

- A. The Board will provide all employees with the same insurance benefits as provided to the teaching staff. Any insurance benefits existing prior to the effective date of this Agreement, will not be reduced. All employees shall be informed, in writing, of any changes in insurance carriers and/or benefits.

ARTICLE 17

A. Salary Schedule - Secretaries

As provided in Schedule A.

B. Salary Schedule - Cafeteria Employees

As provided in Schedule B.

C. Mileage

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty (20¢) cents per mile for all driving done between arrival of the first location at the beginning of their workday and subsequent locations until the end of their workday, provided, however, that if the distance from the employee's home to his/her first location or from the employee's last location to his/her home is greater than the distance between the employee's home and his/her base school, he/she shall be reimbursed for the difference at the rate of twenty (20¢) cents per mile.

ARTICLE 18

MISCELLANEOUS PROVISIONS

A. Policy

This Agreement constitutes policy for the term of said Agreement, and the parties shall carry out the commitments contained herein and give them full force and effect.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions shall continue in full force and effect.

C. Compliance Between Individual and Master Agreements

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to: Board Secretary
Bethlehem Township Board of Education
West Portal, R.D. #1
Asbury, N.J. 08802
2. If by the Board to: President of the Association
Bethlehem Township Support
Personnel Staff Association
c/o Bethlehem Township School Dist.
West Portal, R.D. #1
Asbury, N.J. 08802

ARTICLE 19

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1983, subject to the Association's and the Board's right to negotiate an amended or successor agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Copies of this Agreement, after it has been signed, shall be reproduced and the cost shared equally by the Board and the Association. These copies shall be presented to each employee now employed, hereafter employed, or considered for employment by the Board, during the term of this Agreement.

BETHLEHEM TOWNSHIP SUPPORT
PERSONNEL STAFF ASSOCIATION:

By Mr. Patricia Rush
President

By Helen J. Dinkel
Secretary

BETHLEHEM TOWNSHIP BOARD OF
EDUCATION:

By Russell Whit Jr.
President

By Ethel Hayscock 8/17/81
Secretary

SCHEDULE A

SECRETARIES' PAY RATES

	<u>1981-82</u>	<u>1982-83</u>
1. <u>Peggy Andrews</u> (8 hours per day, 12 months)	\$9276.00	\$10,204.00
2. <u>Patricia Russo</u> (7 hours per day, 12 months)	\$7726.00	\$8499.00
3. <u>Gertrude Puterbaugh</u> (8 hours per day, 12 months)	\$8960.00	\$9856.00

SCHEDULE B

CAFETERIA EMPLOYEES' PAY RATES

	<u>1981-82</u>	<u>1982-83</u>
<u>1 - 4 Years</u>	\$3.75	\$4.15
<u>5 Years or More</u>	\$3.90	\$4.30